



Our Ref. SNV-400

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Nick Sevastian  
Serial Number: 09/616,746  
U.S. Filing Date: 14 July, 2000  
Group: Unknown  
Examiner: Unknown  
For: Lens

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**REVOCATION OF PREVIOUS POWERS,  
AND NEW APPOINTMENT OF ATTORNEYS**

Assistant Commissioner for Patents  
Washington, D.C. 20231

Sir:

In connection with the above-identified case, applicant hereby revokes all previous powers of attorneys and appointments, and hereby appoints as attorneys Joseph P. Carrier, Registration No. 31,748; and William D. Blackman, Registration No. 32,397, with full power to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

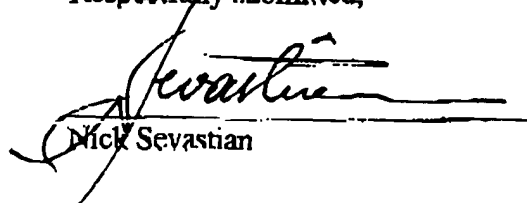
It is respectfully requested that all future correspondence be mailed to:

CARRIER, BLACKMAN & ASSOCIATES, P.C.  
24101 Novi Road, Suite 100  
Novi, Michigan 48375

Please direct all telephone calls in connection with this case to at (248) 344-4422, Joseph P. Carrier.

Respectfully submitted,

Date: 03/23/2001

  
Nick Sevastian

JPC/rh



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*Provent*  
10/1/01  
G. Stanley  
12-12-01

**LETTER OF RECORD**

Assistant Commissioner For Patents  
Washington, D.C. 20231

Sir:

In connection with the above-referenced application, Inventor Nick Sevastian (Sevastian) states his position of record in the application in opposition to the filing United States Patent Application No. 09/616, 746 by Gates Corporation (Gates), as follows.

First, Sevastian has never been and currently is not under any obligation to assign his rights title and interests in the subject invention to Gates pursuant to paragraphs 4, 6, and 11 of the Employee Confidential Information Invention and Copyright Agreements enclosed herewith, which Sevastian entered into with Gates as a condition of his employment.

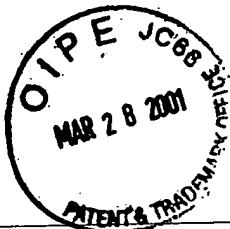
Furthermore, there currently exists litigation in the Circuit Court For The County Of Oakland In The State Of Michigan (Case No. 01-028549-CK) wherein the ownership of invention is being litigated.

Respectfully Submitted,

*Joseph P. Carrier*  
Joseph P. Carrier  
Attorney for Inventor  
Registration Number 31, 748  
(248) 344-4422

Carrier, Blackman & Associates, P.C.  
24101 Novi Rd., Ste. 100  
Novi, Michigan, 48375

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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C., 20231 on 26 March 2001.

  
Robert A. Bondra

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Name Nice SEVASTIAN Social Security No. (U.S. only) \_\_\_\_\_  
Corporate Entity GATES Location W1 NO 50 R

## THE GATES CORPORATION

### Employee Confidential Information Invention and Copyright Agreement

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#### 1. Employment

It is understood and agreed that this Invention and Copyright Agreement entered into between myself and the Company (as defined below) does in no way constitute a guarantee of my employment with the Company and is predicated on the truthfulness of the statements made or acknowledged by me on my Employment Application Form. Any misrepresentation on said Employment Application Form is cause for termination of my employment with the Company. I understand and acknowledge that my employment with the Company is not for any definite period and is terminable at either my will or the Company's will, at any time, without notice, without cause and without any specific prior disciplinary procedures.

#### 2. Definitions

For the purposes of this Agreement, the following words shall have the following meanings:

(a) "Company" means The Gates Corporation (a Delaware corporation) and its subsidiaries, divisions and affiliates as well as majority-owned companies of such subsidiaries, divisions and affiliates, or their successors;

(b) "Confidential Information" means information (1) disclosed to or known by the undersigned Employee as a consequence of or through his/her employment with the Company, (2) not generally known outside the Company, and (3) which relates to the Company's business. "Confidential Information" is intended to include, without limitation, trade secrets, drawings, manuals, notebooks, reports, models, prototypes, ideas, inventions, formulas, processes, machines, compositions, data, electronic files and diskettes, computer programs, accounting methods, customer lists, business plans and information systems;

(c) "Invention" means any new or useful art, discovery, suggestion, ideas contribution, finding or improvement, whether or not patentable, and all related know-how; and

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(d) "Copyright Works" are materials for which copyright protection may be obtained, including but not limited to: literary works, catalogs, computer programs, artistic works (including designs, graphs, drawings, blueprints and other works), recordings, photographs, slides, motion pictures and audio-visual works.

### 3. Consideration

In consideration of my employment or continued employment in any capacity with the Company, the salary or wages paid for my services in the course of such employment, and the use of the facilities and experiences of the Company, I voluntarily agree as follows:

### 4. Notify Company

Upon conception, all Inventions, Confidential Information, and Copyright Works shall become the property of the Company whether or not patent, or copyright applications are filed on the subject matter of the conception. I will communicate to the Company promptly and fully all Inventions, (whether or not patentable), all Confidential Information, and Copyright Works made or conceived by me (solely or jointly with others) during the period of my employment with the Company: (a) which correspond or relate to the actual or reasonably anticipated business, work, investigations, research or development of the Company at the time of the conception, or (b) which result from or are suggested by any work which I have done or may do for or on behalf of the Company, or (c) which are developed, tested, improved, or investigated either in part or entirely on time for which I was paid by the Company or using any resources of the Company.

### 5. Assign Rights

I agree, during my employment with the Company, to assign to the Company my entire right, title and interest in all Inventions, Confidential Information, and Copyright Works which I have communicated to, or have a duty to communicate to, the Company under Clause 4 above. I also agree to execute at any time during or after my employment an assignment for each such Invention, Confidential Information, or Copyright Work as the Company may request and on such forms as the Company may provide. I will promptly and fully assist the Company during and subsequent to my employment, including the review and signing of papers, without reimbursement (other than a reasonable payment for substantial time involved, in the event employment with the Company has terminated), but at the expense of the Company,

to obtain for the benefit of the Company patents, copyrights, or other proprietary ~~rights for Inventions, or Copyright Works~~, or in connection with the enforcement or transfer of any rights therein, in any and all countries irrespective of whether I personally believe such Inventions to be patentable or valid or Copyright Works to be protectable.

\* 6. **Notice of Rights Under Applicable Law**

No provision in this employment agreement is intended to require assignment of any of my rights in an Invention for which no equipment, supplies, facilities or trade secret information of the Company was used, and which was developed entirely on my own time (1) which does not relate directly to the business of the Company or to the actual or demonstrably anticipated business, research or development of the Company, or (2) which does not result from any work performed by me for the Company.

7. **Rights to Copyright**

Unless otherwise agreed in writing by the Company, all Copyright Works fixed in any tangible form, prepared by me (alone or jointly with others) within the scope of my employment with the Company, shall be deemed a "work made for hire" under the copyright laws and shall be owned by the Company. I understand that any assignment or release of such works can only be made by the Company. I will do everything reasonably necessary to enable the Company or its nominee to protect its rights in such works. I shall hold any writings in confidence unless the Company authorizes publication.

8. **Keep Records**

I will keep and maintain adequate and current written or other records of all Inventions, Confidential Information, and Copyright Works in the form of notes, sketches, drawings, reports, statements of invention, electronic files or other documents relating thereto, which records shall be and shall remain the exclusive property of the Company and shall be available to the Company at all times.

9. **Return of Documents**

All writings, records and other documents and things containing any Inventions, Confidential Information, or Copyright Works in my custody or possession shall be the

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exclusive property of the Company, shall not be copied and/or removed from the premises of the Company, except in pursuit of the business of the Company, and shall be delivered to the Company, without retaining any copies, upon the termination of my employment or at any time as requested by the Company.

#### 10. Nondisclosure of Confidential Information

*wish is -*  
I agree not to disclose any Confidential Information of the Company, including information received in confidence by the Company from others, either during or after my employment with the Company, except upon written consent of the Company. It is understood that such Confidential Information of the Company includes matters that I conceive or develop as well as matters I learn from other employees of the Company. I will not, except as the Company may otherwise consent or direct in writing, reveal or disclose, sell, use, lecture upon or publish any Confidential Information or proprietary information of the Company, or authorize anyone else to do these things at any time either during or subsequent to my employment with the Company. This clause shall continue in full force and effect after termination of my employment. My obligations under this clause of this Agreement with respect to any specific confidential information shall cease when that specific portion of the Confidential Information becomes generally known outside the Company.

#### 11. Confidential Information of Prior Employers

I will not disclose or use during the period of my employment with the Company any proprietary or confidential information which I may have acquired because of employment with an employer other than the Company, whether such information is in my memory or embodied in a writing or other physical form.

#### 12. Other Contracts

I represent and warrant that I am not a party to any existing contract relating to the granting or assignment to others of any interest in Inventions, Confidential Information, or Copyright Works hereafter made by me except insofar as copies of such contracts, if any, are attached to this Agreement.

#### 13. Non Compete During Employment

During the period of my employment with the Company, I shall not directly or

indirectly compete with the Company in the development, production, marketing or supplying of any product or service with which the Company is involved, nor will I aid or become associated with others involved in any such acts.

#### **14. Reaffirm Obligations**

Upon termination of my employment with the Company, I shall, if requested by the Company, reaffirm in writing my recognition of the importance of maintaining the confidentiality of the Company's Confidential Information and reaffirm all other relevant obligations set forth in this Agreement.

#### **15. Inducement of Employees**

During my employment by the Company and for a period of two (2) years thereafter, I shall not, directly or indirectly, induce, attempt to induce or aid others in inducing a salaried employee of the Company to accept employment or affiliations involving competitive work with another firm or corporation of which I am an employee, owner, partner or consultant.

#### **16. Assignment After Termination**

I recognize that ideas, inventions, Confidential Information, or Copyright Works relating to my activities while working for the Company and conceived or made by me, alone or with others, within one (1) year after termination of my employment may have been conceived in significant part while employed by the Company, or may be attributable to work I did while employed by the Company. Accordingly, I agree to assign to the Company (and assist the Company as provided in Clause 4 and 5 of this Agreement) all ideas, inventions, Confidential Information, or Copyright Works conceived by me within one (1) year after termination of my employment with the Company if conceived as a result of and if attributable to work done during my employment.

#### **17. Shop Rights**

I agree that the Company shall be entitled to shop rights providing the Company a nonexclusive, paid-up, royalty-free and irrevocable license to make, have made, use and sell any invention or other protectable development (whether patentable or not) conceived or made by me which is not within the scope of the above meaning of the terms "Invention", "Confidential Information", or "Copyright Works", but which was

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conceived or made on the time of the Company or with the use of the facilities or materials of the Company or with the use of proprietary information of the Company.

## 18. Severability

If any provision of this Agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable from this Agreement and the balance of this Agreement shall remain in full force and effect.

## 19. Prior Conceptions

At the end of this clause, I have set forth what I represent and warrant to be a complete list of all Inventions, if any, patented or unpatented, or Copyright Works including a brief description thereof (without revealing any confidential information of any other party) which I made or conceived prior to my employment with the Company and for which I claim ownership or are in the physical possession of a former employer and which are therefore excluded from the scope of this Agreement. If no listing is made, I have no such Inventions or Copyright Works.

Invention, or Copyright Titles  
(attach brief description as necessary)

CHAMELEON FIBER OPTIC signal (origu) system

Addendum to  
add to  
Invention &  
Copyright  
Agreement  
During  
transferred from  
Wardson to  
R. Steels  
3-16-00  
was not on  
original  
paperwork  
signed in  
Wardson

## 20. Modification of Agreement

This Agreement on behalf of or in regard to the Company may not be changed or modified or released or discharged or abandoned or otherwise terminated, in whole or in part, except by an instrument signed by an officer or other authorized executive of the Company.

## 21. Understand Agreement

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I represent and warrant that I have read and understand each and every provision of this Agreement (and I understand that I am free to obtain advice from legal counsel of my choice, if desired, in order to interpret any and all provisions of this Agreement) and I have freely and voluntarily entered into this Agreement.

**22. Supersede Prior Agreements**

This Agreement replaces and supersedes any existing Agreement entered into between me and Company relating generally to the same subject matter. If any, and shall be binding upon my heirs, executors, administrators and other legal representatives or assigns.

**23. Right of Assignment**

This Agreement may be assigned by the Company to a successor to all or substantially all of the business or assets of the Company or of any division or part of the Company with which I shall be employed. This Agreement will continue in effect upon my transfer from employment by the Company to future reemployment by the Company or by any subsidiary or affiliate or division thereof.

Witness (The Employee's immediate supervisor or other appropriate representative of the Company)

Signed: \_\_\_\_\_

(Employee's signature, to include Employee's first name in full)

DESIGN ENGINEER  
Position

Date: 03/29/00

Michael J. [Signature]  
Countersigned - Company Representative

(Required only when this Agreement supersedes prior agreement)